



RULES & REGULATIONS

Thank you for choosing to stay with us at the Vallecito Resort (“Vallecito”)! We LOVE helping our campers enjoy quiet and comfortable stays. Here are the rules and regulations we have implemented to help all campers be good neighbors and ensure a quiet, fun, peaceful, and enjoyable campground. When we use the words “You”, “Your”, or “Seasonal Guest” in this registration, it means you (the camper) and your family, and, includes, as applicable, your visiting guests and other third-parties you invite to the campground, such as service providers, regardless of the length of Your or their time in the campground.

1. **Registration.** Please register all people, pets, and vehicles upon arrival. ALL CAMPERS AND THEIR VISITORS MUST CHECK IN AT THE OFFICE AND PAY THE REQUIRED FEES.

2. **Quiet Times.** Quiet times are between 10 PM and 8 AM. Please refrain from any activity that could disturb the quiet enjoyment of our campground.

3. **Trash.** Please take Your firmly bagged trash to the dumpster on site. No dumping of any waste is allowed on the site or adjacent properties. You are expected to keep the premises in a good state of preservation and cleanliness.

4. **Pets.** We love Pets! However, we ask that You keep them leashed and under Your control at all times. Please take a baggie with you on each walk to clean up after Your pet(s). A current certificate of shots must be presented at our main office at the time of registration and will be kept on file. Barking or aggressive dogs will be required to leave the campground if they become a common nuisance to the other campers. Dogs may not be kept leashed outside without an owner present with them. Also, no dog kennels, doghouses, or other external pet enclosures on sites.

5. **Seasonal Guests.** Seasonal Guests (those staying for extended periods during or for all of the open season, regardless of whether they also store their unit at the campground during the offseason) must keep their sites free of clutter. Seasonal Guests are allowed to host visitors as long as they register and pay the visitor fee. Seasonal Guests must register their visitors at the office, and Seasonal Guests must ensure that visitors abide by the rules and regulations. No person shall use the campsite for any purpose other than outdoor camping activities and recreation, and Seasonal Guests shall not allow their sites to be used by anyone other than visitors. Subletting of campsites is prohibited and any sublet or attempted sublet is a material violation of these rules.

6. **Vehicles and Site Restrictions.** There is a maximum of one (1) camping unit in road worthy condition with current tags and registration; and one (1) vehicle in road worthy condition with current tags, registration, and proof of insurance. One (1) golf cart is permitted and is not counted

as a vehicle. Please park at your site and not in the road. The speed limit throughout the campground is five (5) miles per hour. You are prohibited from riding bicycles after dark, unless properly equipped with lighted lamps and illuminating devices consistent with applicable Colorado law.

7. **Visitor Fees & Parking**. All visitors must pay eight dollars (\$8.00) per day per person plus five dollars (\$5.00) per day per vehicle. Visitors may not park on site. Visitors must obtain a visitor tag from Vallecito and park in overflow parking.

8. **Site Restrictions**: The following are permitted on Your campsite:

- One code compliant Unit with working CO2 and fire alarms;
- One deck in good repair and not permanently attached;
- One shed (neutral colors only, preferably beige or white) not larger than ten feet by twelve feet (10'x12');
- One screened gazebo in good repair, i.e., no holes;
- One patio furniture set in good condition;
- One gas or charcoal grill;
- One Camp-owned picnic table;
- One Camp-owned fire ring **OR** one non-Camp-owned propane fire pit (if preferred);

Indoor furniture, washers, dryers, refrigerators, and freezers are not permitted outside Your units. Clotheslines are not permitted. You may not make substantial repairs to cars, trailers, or RVs on site, though routine basic maintenance is permitted.

9. **Maximum Site Occupancy**. No site may ever have more than six (6) people at a time staying at the site, including You and Your visitors.

10. **Laundry/Game Room**. The laundry facility is open 24 hours a day. The game room is open until 9:00 p.m.

11. **Site Maintenance**. You are responsible for the cleanliness of Your site. Rugs, carpets, tarps, or plastic may not be used as ground cover. Sites must be properly cared for and kept clean and free of weeds. Please do not move the fire rings. If You have an issue with the condition or location of any fire ring, please bring such issue to the attention of the office management.

12. **Winter Storage**. For campers storing their units over the winter (subject to the rates and terms of the applicable agreements), all personal property items, including, without limitation, golf carts, boats, hoses, cords, ladders, flowerpots, garden utensils, firewood, Astroturf, etc., must be stored properly, reasonably, and neatly on Your site. Please dispose of any unwanted items prior to leaving park for the off season. Vallecito will not be responsible for any damage or loss to Your personal property or units stored on site during the off season.

13. **Firearms and Explosives**. Open carry of firearms is prohibited. No person shall brandish or discharge any firearm, bow, or other weapon at any campsite or on Vallecito property. Hunting

is prohibited at any campsite and on Vallecito property. Explosive and obnoxious items and substances are prohibited.

14. **Compliance with Laws.** No one shall use the premises in any manner that would be in violation of any Federal, State, or local law. Misuse of drugs (including, without limitation, marijuana) and/or alcoholic beverages is prohibited. Manufacture or other production of drugs (including, without limitation, marijuana) and/or alcoholic beverages is prohibited. Recreational facilities and other equipment on Vallecito property shall only be used in accordance with its intended use and for no other purpose.

15. **Landscape and Environment.** You shall not make any permanent alterations or additions to the campsite, or cut any live or standing dead trees without Vallecito's prior written consent, which consent may be conditioned upon Vallecito approval of a designated third-party service provider.

16. **Utilities and Incidentals.** Your credit card is required to be kept on file (tokenized and PCI Compliant) for payment of electric, propane, and other purchases. You agree to allow Vallecito to charge tokenized card for these items. If You do not timely pay for services provided, or if Your card is declined, You are required to reimburse Vallecito for all of its costs and expenses actually and reasonably incurred because of or in connection with such nonpayment or declination. Seasonal Guests may designate an alternate form of payment as outlined in the Seasonal Campground Guest Registration Form and License Use Agreement or Lease (as applicable).

17. **Seasonal Guest Unit Sales.** In order to facilitate prompt sales transactions for Seasonal Guests, unit sales at the Vallecito Resort ("Vallecito") require twenty-eight (28) days prior written notice to Vallecito. To sell a unit that will remain in Vallecito, prospective buyers must submit at the same time as the notice of sale an application to become a Seasonal Guest at Vallecito, which includes a background and credit check that will be performed at the prospective buyer's expense. The application will be reviewed and screened according to our normal process and standards, in compliance with applicable law. The buyer must be approved as a guest, complete and sign the Seasonal Campground Guest Registration Form and License Use Agreement or Lease (as applicable), and agree to the terms and conditions of those documents, in order to keep the unit in the campground. As a reminder, subletting or otherwise assigning a unit or camp site or Vallecito agreement is not permitted.

In connection with a unit sale, Vallecito reserves the right to condition the buyer's seasonal occupancy on compliance with the existing campground registration agreement and campground rules and regulations, as well as on compliance with applicable law. Vallecito also reserves the right to inspect the unit, ancillary structures, and/or campsite for overall compliance with applicable rules, regulations, and community standards, and to require specific actions or fixes as may be needed to bring the unit or site into compliance or to address other safety issues. Vallecito will provide a list of any such items to buyer and seller within a reasonable time prior to the sale. Such actions or fixes must be completed by the buyer within thirty (30) days after the closing date to obtain final approval for seasonal occupancy at Vallecito, assuming the buyer otherwise meets the standard criteria and completes the required forms for such occupancy.

When any unit is being removed from Vallecito, the site must be left in a rentable condition, with no clutter left or additional cleanup required. Any costs incurred by Vallecito to clean the site and/or dispose of debris will be deducted from any pro-rated refund, if any is otherwise payable, or otherwise must be paid by the departing Seasonal Guest.

18. **Waiver and Nonliability; Indemnification.**

A. You are responsible for all costs and expenses incurred by Vallecito or others because of damage to persons or property caused by You or Your visitors.

B. Subject to applicable law, Vallecito's total liability to You or Your visitors for any claim for damage or loss or combination of damage and loss arising out of or in connection with the license or lease agreement, as applicable, or these Rules and Regulations shall not exceed the combined total payments received by Vallecito from You for Your current stay, regardless of the cause(s) or circumstance(s) giving rise to such claim, damage, or loss. Furthermore, to the extent permitted under applicable law, neither Vallecito nor its agents or employees shall be liable to anyone for any claim for damage or loss of any kind or nature resulting from: (I) any delay or failure to deliver services which are beyond our reasonable control, or (II) any delay in site availability caused by the failure of any prior camper to vacate. Vallecito shall never be liable for any consequential, contingent, incidental, or punitive damages, regardless of how the same may be characterized.

C. To the maximum extent permitted under applicable law, You hereby agree to indemnify, save, and hold harmless Vallecito, its successors and assigns, and all their respective agents, attorneys, directors, employees, officers, managers, members, owners, partners, and shareholders (each an "**Indemnified Party**" and collectively "**Indemnified Parties**"), from and against all causes of action, claims, judgments and/or suits for any cost(s), damage(s), expense(s), injury(ies) to persons or property, liability(ies), and/or loss(es), arising out of or in connection with any negligence of any Indemnified Party or any third party, except and to the extent caused solely by the gross negligence or intentional misconduct of an Indemnified Party or the Indemnified Parties, or to the extent Vallecito failed to reasonably vet or evaluate any contractors or third parties it retains to perform services for or at the Campground. This indemnification shall also apply to any cause of action, claim or suit related in any way to the novel coronavirus SARS-CoV-2 and the disease COVID-19, and all other infections, viruses, or illnesses that one may be exposed to by nature of staying at a campground. This indemnification survives the expiration or sooner termination of the license or lease agreement, as applicable.

D. Third Parties. Regarding third parties who may become involved in the provision of goods, services, or other assistance to or for the benefit of You or Your visitors, irrespective of whether such third party is approved by Vallecito (a "Third-Party Service Provider"), You understand and agree that, subject to the limitation in 18.C.: (I) Vallecito is not, and will not be, responsible or liable to You, any of Your visitors or Third-Party Service Providers, or anyone else for any duties or obligations arising under any agreement with a Third-Party Service Provider, and will not be held liable for any disputes regarding the same; (II) Vallecito is not, and will not be, liable to You, any visitor, the Third-Party Service provider, or anyone else for any damage or loss (a) caused by a Third-Party Service Provider, (b) resulting from goods, services, or other assistance furnished by a Third-Party Service Provider, or its agents and employees, or (c) otherwise arising out of any agreement with a Third-Party Service Provider.

E. In any action to enforce any of the rights, obligations, or remedies contained in the Seasonal Campground Guest Registration Form and License Use Agreement or Lease (as applicable) or these Rules and Regulations, the prevailing party shall be entitled to recover its attorneys' fees and court costs from the non-prevailing party following a determination by the court that the party prevailed and that the fees and costs are reasonable.

19. **Nonwaiver.** No waiver by Campground of any breach or violation of, or decision by Campground to allow an existing, known condition that may violate, any provision of the Seasonal

Campground Guest Registration Form and License Use Agreement or Lease (as applicable) or these Rules and Regulations shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of Vallecito. Vallecito's failure to, or election not to, insist upon the strict performance of any covenant, duty, agreement, or condition of the license or lease agreement, as applicable, or these Rules or Regulations, or Vallecito's failure to, or election not to, exercise any right or remedy consequent upon a breach of any of the same, shall not constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other covenant, duty, agreement, or condition.

Make sure You take advantage of all there is to see and do in and around our campground. Our friendly staff will be happy to suggest activities on site, or some popular destinations.

Should You need anything during your time with us, please let us know. Thank you!!